

Assignment Agreement

Title IV of the Intergovernmental Personnel Act of 1970 (5 U.S.C. 3371-3376)

INSTRUCTIONS

This agreement constitutes the written record of the obligations and responsibilities of the parties to a temporary assignment arranged under the provisions of the Intergovernmental Personnel Act of 1970.

The term "State or local government," when appearing in this form, also refers to an institution of higher education, and Indian tribal government, and any other eligible organization.

Copies of the completed and signed agreement should be retained by each signatory.

Within 30 days of the effective date of the assignment, two copies of this form must be sent to:

U.S. Office of Personnel Management
Personnel Mobility Program
Staffing Operations Division/CEG
1900 E street, NW
Washington, D.C. 20415

Procedural questions on completing the assignment agreement form or on other aspects relating to the mobility program should be addressed to either mobility program coordinators in each Federal agency or to the staff of the Personnel Mobility Program in the U.S. Office of Personnel Management.

PART 1 - NATURE OF THE ASSIGNMENT AGREEMENT

1. Check Appropriate Box



New Agreement



Modification



Extension

PART 2 - INFORMATION ON PARTICIPATING EMPLOYEE

2. Name (Last, First, Middle)

Hall, Brendan, Dwyer

3. Social Security Number

(b) (6)

4. Home Address (Street, City, State, Zip Code)

(b) (6)

5.- A. Have you ever been on a mobility assignment?

☐ YES☒ NO

5.- B. If "YES", date of each assignment (Month and Year)

From

To

PART 3 - PARTIES TO THE AGREEMENT

6. Federal Agency (List office, bureau or organizational unit which is party to the agreement)

EPA-OAR-OAP-CPPD-ESCIB

7. State or Local Government (Identify the governmental agency)

Washington, DC Department of Energy & Environment
(DOEE)

8. Is assignment being made through a faculty fellows program?

☐ YES☒ NO

If "YES", give name of the program.

PART 4 - POSITION DATA

A - Position Currently Held

9. Employment Office Name and Address (Street, City, State and ZIP Code)

EPA ENERGY STAR
1200 Pennsylvania Ave NW
Washington, DC 20460

10. Employee's Position Title

Env Protection Specialist

11. Office Telephone Number
(Include the Area Code)

202-343-9939

12. Immediate Supervisor (Name and Title)

Mike Zatz, Chief, Market Sectors Group, ESCIB

B - Type of Current Appointment

13. Federal Employees (Check appropriate box.)



Career Competitive

Grade Level

13

☐ Other (Specify):

14. State and Local Employees

State or Local Annual Salary

\$109,508.00

Original Date Employed by the
State or Local Government (Month,
Day, Year)

03/06/2016

C - Position To Which Assignment Will Be Made

15. Employment Office Name and Address (Street, City, State and ZIP Code)

DC Department of Energy & Environment
1200 First Street NE, Washington, DC 20002

16. Assignee's Position Title

Energy Program Specialist

17. Office Telephone Number
(Include the Area Code)

(202) 535-2600

18. Immediate supervisor (Name and Title)

Katie Bergfeld, Chief, Building Performance & Enforcement
Branch

PART 5 - TYPE OF ASSIGNMENT

19. Check Appropriate Boxes

- | | |
|---|---|
| <input checked="" type="checkbox"/> On detail from a Federal agency | <input type="checkbox"/> Full Time |
| <input type="checkbox"/> On leave c from a Federal agency | <input checked="" type="checkbox"/> Part Time |
| <input type="checkbox"/> On detail to a Federal agency | <input type="checkbox"/> Intermittent |
| <input type="checkbox"/> On appointment in a Federal agency | |

20. Period of Assignment (Month, Day, Year)

From	To
01/04/2021	04/30/2021

PART 6 - REASON FOR MOBILITY ASSIGNMENT

21. Indicate the reasons for the mobility assignment and discuss how the work will benefit the participating governments. In addition, indicate how the employee will be utilized at the completion of this assignment.

The District of Columbia is implementing a first-of-its-kind requirement for buildings to meet specific standards for energy performance, a model predicted to flourish and be replicated by state and local governments nationwide in the coming years. The benefits will include the degree to which the detail translates into greater integration and alignment with Energy Star tools and resources in the implementation of this model in DC and similar future initiatives nationally; improved relationships with influencing organizations; and learnings to help shape the program going forward. The assignee will complete a written summary on takeaways from DC's implementation model, with an emphasis on tie-ins to EPA Energy Star tools and resources and other EPA programs. The summary will include proposals on how the program can best support building energy efficiency going forward in light of this model. The assignee will deliver an oral presentation on this summary and integrate findings into the ongoing support that he provides to state and local governments.

PART 7 - POSITION DESCRIPTION

22. List the major duties and responsibilities to be performed while on the mobility assignment.

Working in a detail as an Energy Program Specialist for the Building Performance and Enforcement Branch (BPEB) in the Energy Administration at DOEE, Brendan will provide support to both the District's benchmarking program and Building Performance and Enforcement Branch (BEPS) program. Currently, DOEE is at a crucial point for both of those programs, in that 2021 marks the beginning of the first BEPS period, where buildings who fall below the energy performance standards established by DOEE will be required to start making efficiency improvements over the next 5 years. Additionally, the threshold for properties mandated to benchmark will be dropping and DOEE will be working to implement a data verification program. Over the next six months, the BPEB team will be working to finalize the rule-making for BEPS, update the rule-making for the benchmarking program, perform numerous data verifications, develop technical guidance documents for BEPS, and develop education materials and implement an education strategy for both BEPS and benchmarking. Brendan's expertise with ENERGY STAR and his work directly assisting cities using Portfolio Manager tools and resources will enable him to support BPEP on all of these various pieces.

PART 8 - EMPLOYEE BENEFITS

23. Rate of Basic Pay During Assignment

\$109,508.00

24. Special Pay Conditions (Indicate any conditions that could increase the assigned employee's compensation during the assignment period)

N/A

25. Leave Provisions (Indicate the annual and sick leave benefits for which employee is eligible. Specify the procedures for reporting, requesting and recording such leave.)

As all costs are being paid by EPA, the employee's normal leave benefits and provisions will apply. Requests for leave will be submitted as normal via People Plus for approval by the employee's EPA supervisor.

PART 9 - FISCAL OBLIGATIONS

Identify, where appropriate, the office to which invoices and time and attendance records should be sent.

26. Federal Agency Obligations (If paying more than 50 percent of a Federal employee's salary beyond a 6-month period, specify rationale for cost-sharing decision.)

EPA-OAR-OAP-CPPD-ESCIB

27. State or Local Government agency Obligations

The DC Government will pay any costs associated with travel they may ask him to undertake.

SIGNATURE OF EPA AGENCY ETHICS OFFICIAL:

PART 10 - CONFLICTS OF INTEREST AND EMPLOYEE CONDUCT *VK Clarke*

- ☒ 28. Applicable Federal, State or local conflict-of-interest laws have been reviewed with the employee to assure that conflict-of-interest situations do not inadvertently arise during this assignment.
- ☒ 29. The employee has been notified of laws, rules and regulations, and policies on employee conduct which apply to him/her while on this assignment.

PART 11 - OPTIONS

30. Indicate coverage "N/A", if not applicable.

A. Federal Employees Group Life Insurance

☐ Covered ☒ N/A

B. Federal Civil Service Retirement system or federal Employees Retirement System

☒ Covered ☐ N/A

C. Federal employee Health Benefits

☒ Covered ☐ N/A

31. State or Local Agency Benefits (Indicate all State employee benefits that will be related by the State or local agency employee being assigned to a Federal agency. Also include a statement certifying coverage in all State and local employee benefit programs that are elected by Federal employee on leave without pay from the Federal agency to a State or local agency.)

N/A

32. Other Benefits (Indicate any other employee benefits to be made part of this agreement)

As all costs are being paid by EPA, the employee's normal benefits will continue to be provided without change or interruption.

PART 12 - TRAVEL AND TRANSPORTATION

33. Indicate: (1) Whether the Federal agency or State or local agency will pay travel and transportation expenses to, from, and during the assignment as specified in Chapter 3344 of the Federal Personnel Manual, and (2) which travel and relocation expenses will be included.

Relocation expenses not relevant as duty location is same as IPA detail location.

Transportation expenses will not be paid by EPA. The DC Government will pay any costs associated with travel they may ask him to undertake.

PART 13 - APPLICABILITY OF RULES, REGULATIONS AND POLICIES

34. Check Appropriate Boxes.

- ☒ A. The rules and policies governing the internal operation and management of the agency to which my assignment is made under this agreement will be observed by me.
- ☒ B. I have been informed that my assignment may be terminated at any time at the option of the Federal agency or the State or local government.
- ☒ C. I have been informed that any travel and transportation expenses covered from Federal agency appropriations may be recoverable as a debt due the United States, if I do not serve until the completion of my assignment (unless terminated earlier by either employer) or one year, whichever is shorter.
- ☒ D. I have been informed of applicable provisions should my position with my permanent employer become subject to a reduction-in-force procedure.
- ☒ E. I agree to serve in the Civil Service upon the completion of my assignment for a period equal to that of my assignment. Should I fail to serve the required time, I have been informed that I will be liable to the United States for all expenses (except salary) of my assignment. (For Federal Employees only).

PART 14 - CERTIFICATION OF ASSIGNED EMPLOYEE

In signing this agreement, I certify that I understand the terms of this agreement and agree to the rules, regulations and policies as indicated in Part 13 above.

35. Location of Assignment (Name of Organization)

District of Columbia Department of Energy & Environment

36. Date (Month, Day, Year)

From	To
01/04/2021	04/30/2021

37. Signature of Assigned Employee

Brendan Hall

38. Date of Signature (Month, Day, Year)

11/23/2020

PART 15 - CERTIFICATION OF APPROVING OFFICIALS

In signing this agreement, we certify that;

- the description of duties and responsibilities is current and fully and accurately describes those of the assigned employee;
- this assignment is being entered into to serve a sound, mutual public purpose and not solely for the employee's benefit;
- at the completion of the assignment, the participating employee will be returned to the position he or she occupied at the time this agreement was entered into or a position of like seniority, status pay.

State or Local Government Agency

Federal Agency

39. Signature of Authorizing Officer

Richard
Alan
Jackson

Digitally signed by Richard Alan Jackson
DN: cn=Richard Alan Jackson, o=DCE
Dept of Energy and Environment,
email=richard.jackson@dce.gov,
c=US
Date: 2020.12.18 10:02: -0500

40. Signature of Authorizing Officer

ANNE
AUSTIN

Digitally signed by ANNE AUSTIN
Date: 2020.12.23
12:28:15 -0500

41. Date of Signature (Month, Day, Year)

42. Date of Signature (Month, Day, Year)

43. Typed Name and Title

44. Typed Name and Title

Anne L. Austin - PDAA OAR

PRIVACY ACT STATEMENT

Sections 3373 and 3374, Assignment of Employees To or From State or Local Governments, of Title 5, U.S. Code, authorizes collection of this information. The data will be used primarily to formally document and record your temporary assignment to or from a State or local government, institution of higher education, Indian tribal government, or other eligible organization. This information may also be used as the legal basis for personal and financial transactions, to identify you when requesting information about you, e.g., from prior employers, educational institutions, or law agencies, or by State, local, or Federal income taxing agencies.

Solicitation of your Social Security Number (SSN) is authorized by Executive Order 9397, which permitted by use of the SSN as an identifier of individual records maintained by Federal agencies. Furnishing your SSN or any other data requested is voluntary. However, failure to prove any of the requested information may result in your being ineligible for participation in the Intergovernmental Assignment Program.